

United States District Court,
D. Delaware.

ADOBE SYSTEMS INCORPORATED,
Plaintiff.

v.

MACROMEDIA, INC,
Defendant.

No. Civ.A. 00-743-JJF

April 12, 2002.

Mary B. Graham, and Rodger D. Smith, of Morris, Nichols, Arsht & Tunnell, Wilmington, Delaware, Ian N. Feinberg, John Allcock, M. Elizabeth Day, of Gray, Cary, Ware & Freidenrich, L.L.P., Palo Alto, California, for Plaintiff, of counsel.

William J. Wade, of Richards, Layton & Finger, Wilmington, Delaware, Darryl M. Woo, Charlene M. Morrow of Fenwick & West, L.L.P. , Palo Alto, California, for Defendant, of counsel.

MEMORANDUM OPINION

FARNAN, J.

This action was brought by Plaintiff, Adobe Systems Incorporated (hereinafter "Adobe") against Defendant, Macromedia, Inc. (hereinafter "Macromedia") alleging infringement of United States Patent Nos. 5,546,528 (the " '528 Patent") and 6,084,597 (the " '597 Patent"). Macromedia counterclaimed, alleging infringement of United States Patent Nos. 5,151,998 (the " '998 Patent"), 5,204,969 (the " '969 Patent"), and 5,467,443 (the " '443 Patent"). The issue currently before the Court is the claim construction of the patents in suit. The parties briefed their respective positions on claim construction, and Adobe withdrew its claims of infringement of the '597 Patent. The Court held a *Markman* hearing on February 21, 2002, and a pretrial conference on April 3, 2002. During the pretrial conference, the Court determined that the claims of infringement by Adobe and Macromedia should be separated for trial. This Memorandum Opinion presents the Court's construction of the disputed phrase in the '528 Patent.

I. BACKGROUND

The '528 Patent discloses a method of reconfiguring "sets of information" in the same area of a computer screen so as to free up more area of the document for user access. (D.I. 255, Ex. A, '528 Patent, Col. 2, lines 43-67). As described by the '528 Patent, users may move "sets of information" around the visual display and combine them with one another in a variety of ways, permitting the user to configure the user interface according to his or her preferences. (D.I. 255, Ex. A, '528 Patent, Col. 2, lines 43-67).

The '528 Patent has only two independent claims, Claim 1 and Claim 6. (D.I. 255, Ex. A, '528 Patent, Col. 5, line 20-Col. 6, line 45). Claim 1 claims a method by which a user can combine sets of information in the same area of a computer screen, which a user wishes to access on a recurring basis. (D.I. 255, Ex. A, '528 Patent, Col. 5, lines 20-44). Claim 6 claims a method by which a user can separate sets of information, which a user decides no longer need to be associated in the same area of the computer screen. (D.I. 255, Ex. A, '528 Patent, Col. 6, lines 13-38).

The phrase "set(s) of information," found in independent Claims 1 and 6 and dependent Claims 3, 4, 5, and 7, is the only disputed phrase in the '528 Patent.

II. DISCUSSION

A. The Legal Principals Of Claim Construction

Claim construction is a question of law. *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 977-78 (Fed.Cir.1995), *aff'd*, 517 U.S. 370, 388-90 (1996). When construing the claims of a patent, a court considers the literal language of the claim, the patent specification and the prosecution history. *Markman*, 52 F.3d at 979. A court may consider extrinsic evidence, including expert and inventor testimony, dictionaries, and learned treatises, in order to assist it in construing the true meaning of the language used in the patent. *Id.* at 979-80 (citations omitted). A court should interpret the language in a claim by applying the ordinary and accustomed meaning of the words in the claim. *Envirotech Corp. v. Al George, Inc.*, 730 F.2d 753, 759 (Fed.Cir.1984). However, if the patent inventor clearly supplies a different meaning, the claim should be interpreted accordingly. *Markman*, 52 F.3d at 980 (noting that patentee is free to be his own lexicographer, but emphasizing that any special definitions given to words must be clearly set forth in patent). If possible, claims should be construed to uphold validity. *In re Yamamoto*, 740 F.2d 1569, 1571 & n.* (Fed.Cir.1984) (citations omitted).

B. The Meaning Of The Disputed Term "Set(s) Of Information"

Adobe contends that the phrase "set(s) of information" should be construed to mean "a collection of tools or commands used to perform operations on a document." (D.I. 241 at 18). Macromedia contends that the phrase "set(s) of information" should be construed to mean "data naturally connected by location or order." (D.I. 292 at 5).

In construing the phrase "set(s) of information," the Court has considered the specification of the '528 Patent and the prosecution history of the '528 Patent. (*See* D.I. 255, Ex. A, '528 Patent, Col. 1, lines 8-20, 56-65, Col. 2, lines 43-67; D.I. 255, Ex. B, Paper # 4 at 4-5). Based on this review, the Court construes the phrase "set(s) of information" to mean a collection of tools or commands used to perform operations on a document.

An appropriate Order will be entered.

ORDER

At Wilmington this 12th day of April, 2002, for the reasons set forth in the Memorandum Opinion issued this date;

IT IS HEREBY ORDERED that the meaning of the phrase "set(s) of information" in the '528 Patent is "a

collection of tools or commands used to perform operations on a document."

D.Del.,2002.

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